

1
2
3
4
5
6 **UNITED STATES DISTRICT COURT**
7 **NORTHERN DISTRICT OF CALIFORNIA**

8
9 JANELLE JASSO, individually and on behalf
10 others similarly situated,

11 Plaintiff,

12 vs.

13 MONEY MART EXPRESS, INC., DOLLAR
14 FINANCIAL GROUP, INC.,

15 Defendants.

Case No.: 11-CV-5500 YGR

16
17 **ORDER REQUESTING SUPPLEMENTAL
18 BRIEFING ON MOTION TO COMPEL
19 ARBITRATION**

20
21 The Court heard argument on Defendants' Motion to Compel Arbitration on February 28,
22
23 2012. Having considered the arguments and having given further consideration to the recent
24
25 decision of the National Labor Relations Board ("NLRB"), *In re D.R. Horton, Inc.* 357 NLRB No.
26
27 184 (January 3, 2012), the Court ORDERS the parties to submit supplemental briefing on the *legal*
28
29 analysis articulated in the NLRB's decision therein. Specifically, the parties should address whether
30
31 an exception to the enforceability of an arbitration agreement in section 2 of the Federal Arbitration
32
33 Act exists where an agreement would require employees to waive their right to class litigation or
34
35 arbitration, because such an agreement would be illegal and unenforceable under federal labor law,
36
37 including the National Labor Relations Act, 29 U.S.C. §157, and the Norris-LaGuardia Act, 29
38
39 U.S.C. §101 *et seq.*

1 The parties shall simultaneously file and serve opening supplemental briefs of no more than
2 seven pages no later than two weeks from issuance of this order. The parties may file and serve
3 responsive supplemental briefs of no more than four pages no later than one week thereafter.

4 **IT IS SO ORDERED.**

5
6 March 2, 2012

7
8 
9 YVONNE GONZALEZ ROGERS
10 UNITED STATES DISTRICT COURT JUDGE